NOTES OF CASES.

THE right to shoot at a person who is merely running away from an officer to escape from arrest for a misdemeanor is denied in *Brown* v. *Weaver* (Miss.), 42 L. R. A. 423, and, if the officer does shoot wrongfully, it is held to be an official act covered by his bond.

GARNISHMENT of insurance money due from a foreign corporation to a non-resident of the State, for a loss occurring in another State, is held, in *Swedish American Nat. Bank* v. *Bleecker* (Minn.), 42 L. R. A. 283, to be invalid for lack of jurisdiction, as the debt has no *situs* in the State.

A MUNICIPAL corporation enforcing a valid ordinance for vaccination is held, in *Wyatt* v. *Rome* (Ga.), 42 L. R. A. 180, to be exercising a governmental function, and therefore not liable for any damages caused by impure vaccine matter. As to compulsory vaccination, see 4 Va. Law Register, 390.

BANKRUPTCY.—The main point decided in *Lee* v. *West* (U. S. Dist. Ct., E. D. Va.), reported in full in 4 Va. Law Register, 662, that a general deed of assignment is an act of bankruptcy to which solvency is no defence, has been certified by the Circuit Court of Appeals to the Supreme Court of the United States for decision.

To picket the premises of a person boycotted, in order to intercept his teamsters or to prevent persons going there to trade, is held unlawful in *Beck* v. *Railway Teamsters' Protective Union* (Mich.), 42 L. R. A. 407, on the ground that it is an act of intimidation and an unreasonable interference with the right of free trade.

THE authorities which deny a right of action for mere fright or nervous shock are reinforced by *Braun* v. *Craven* (Ill.), 42 L. R. A. 199, which was a case of fright resulting in St. Vitus' dance, caused by violent conduct of a landlord suddenly appearing at the door of a room in which a woman was packing goods for moving.

A CONTRACT by an insurance agent to keep a person's property insured in his company is held, in *Ramspeck* v. *Patillo* (Ga.), 42 L. R. A. 197, to be invalid unless the company consents, because the agent cannot act in a double capacity, and this contract would require him to perform inconsistent duties and require the consent of both parties.

A VIEW by the jury of the premises where a crime was committed is held, in *People* v. *Thorn* (N. Y.), 42 L. R. A. 368, to constitute no part of the trial, nor a taking of evidence; and therefore it is held lawful to permit the jury to make such view in the absence of the accused,—at least when he waives his right to be

present. With this case is a very extensive note marshalling the authorities on the subject of view by jury, and showing that there are several different theories entertained by the courts.

A PROVISION that a life insurance policy shall be incontestable after one year is held, in *Clement* v. *New York Life Ins. Co.* (Tenn.), 42 L. R. A. 247, to be neither unreasonable nor contrary to public policy, but, while it is held applicable to fraud in procuring the policy, it is held inapplicable to the defense that the plaintiffs had procured the issue of the policy and its transfer to them as a speculation, and that it was therefore a gambling or wagering contract. With this case is an extensive note on incontestable life policies.

AFTER-ACQUIRED lands are held, in *Moore* v. *Jordan* (N. C.), 42 L. R. A. 209, to be subject to the lien of previously docketed judgments, not according to the dates when they were docketed, but by *pro rata* application of the proceeds. A note to this case reviews the authorities on the priority of judgment liens upon after-acquired property. Whatever may be the rule in Virginia as to judgments recovered prior to the adoption of the Code of 1887, it is now expressly provided that judgment liens shall attach in the order of their dates. Va. Code, sec. 3576; see *Rhea* v. *Preston*, 75 Va. 757, 768; 4 Va. St. Bar Asso. Reports, 135.

STATUTE OF LIMITATIONS—AGENT—ATTORNEY AT LAW.—The decision of the Virginia Court of Appeals, in *Hasher* v. *Hasher*, 32 S. E. 40, that a collecting agent may plead the statute of limitations against his principal's demand for money collected, is an important one. The same principle is, of course, applicable to attorney and client. It is believed that there is a common notion amongst lawyers that an attorney is a trustee of funds collected, and that the statute of limitations does not begin to run in such case until the holding becomes hostile. The question was decided in accordance with the later case, by the Virginia court, in *Kinney* v. *McClure*, 1 Rand. 284, not cited in the opinion. The authorities are collected in 3 Am. & Eng. Encyc. Law (2d ed.), 399–401.

ESTATES LIE IN GRANT AS WELL AS LIVERY.—Section 2417 of the Code of Virginia provides that "all real estate shall, as regards the conveyance of the immediate freehold thereof, be deemed to lie in grant as well as livery."

This provision has doubtless puzzled many lawyers, and we have more than once heard members of the bar question whether a freehold estate may not still be conveyed in Virginia by livery of seisin only. The explanation is that until the adoption of this statute at the revisal of 1849, a deed and livery were both essential for the conveyance of the immediate freehold, save where livery was dispensed with by a conveyance operating under the statute of uses. The Code of 1819 dispensed with livery as to estates commencing *in futuro* (now sec. 2418 of the Code), but not until the revisal of 1849 was the immediate freehold capable of being transferred by a simple deed, without livery, save, as stated, by a conveyance operating under the statute of uses. The latter required a consideration either of blood or a valuable consideration. But there had long existed in Virginia, a provision (now contained in section 2413 of the Code), that "no estate of